

AWARD/CONTRACT		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA4		Page 1 Of 44	
2. Contract (Proc. Inst. Ident) No. W56HZV-07-C-0353		3. Effective Date 2007JUN28		4. Requisition/Purchase Request/Project No. SEE SCHEDULE			
5. Issued By U.S. ARMY TACOM LCMC AMSTA-AQ-ADEF JERRY L. JACKSON (586)574-6880 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL WEAPON SYSTEM: WPN SYS: IJ e-mail address: JERRY.JACKSON6@US.ARMY.MIL		Code W56HZV	6. Administered By (If Other Than Item 5) DCMA CHICAGO 1523 WEST CENTRAL ROAD BLDG 203 ARLINGTON HEIGHTS IL 60004-2451			Code S1403A	
			SCD C PAS NONE		ADP PT HQ0339		
7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code) JOHN DEERE CONSTRUCTION RET SALES 1515 5TH AVE STE 200 MOLINE, IL 61265-1397 TYPE BUSINESS: Large Business Performing in U.S.				8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below)			
				9. Discount For Prompt Payment			
				10. Submit Invoices (4 Copies Unless Otherwise Specified)		Item 12	
Code 3PSD7				Facility Code		To The Address Shown In:	
11. Ship To/Mark For SEE SCHEDULE		Code	12. Payment Will Be Made By DFAS - COLUMBUS CENTER DFAS-CO/WEST ENTITLEMENT OPERATIONS P.O. BOX 182381 COLUMBUS, OH 43218-2381			Code HQ0339	
13. Authority For Using Other Than Full And Open Competition: <input checked="" type="checkbox"/> 10 U.S.C. 2304(c)(1) <input checked="" type="checkbox"/> 41 U.S.C. 253(c)(1)			14. Accounting And Appropriation Data ACRN: AA 21 72035000071C1C09P53504431E1 S20113 W56HZV				
15A. Item No. SEE SCHEDULE	15B. Schedule Of Supplies/Services CONTRACT TYPE: Firm-Fixed-Price Time-and-Materiels	15C. Quantity	15D. Unit	15E. Unit Price	15F. Amount		
Contract Expiration Date: 2008DEC30		15G. Total Amount Of Contract			\$2,443,292.36		
16. Table Of Contents							
(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	36
X	B	Supplies or Services and Prices/Costs	4	Part III - List Of Documents, Exhibits, And Other Attachments			
X	C	Description/Specs./Work Statement	21	X	J	List of Attachments	44
X	D	Packaging and Marking	26	Part IV - Representations And Instructions			
X	E	Inspection and Acceptance	30		K	Representations, Certifications, and Other Statements of Offerors	
X	F	Deliveries or Performance	31				
X	G	Contract Administration Data	32		L	Instrs., Conds., and Notices to Offerors	
X	H	Special Contract Requirements	34		M	Evaluation Factors for Award	
Contracting Officer Will Complete Item 17 Or 18 As Applicable							
17. <input checked="" type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return 2 signed copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> Award (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. Name And Title Of Signer (Type Or Print)				20A. Name Of Contracting Officer HEIDI L. HENDERSON HEIDI.HENDERSON@US.ARMY.MIL (586)574-8109			
19B. Name of Contractor By _____ (Signature of person authorized to sign)		19c. Date Signed		20B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)		20C. Date Signed 2007JUN28	

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-C-0353 MOD/AMD	Page 2 of 44
Name of Offeror or Contractor: JOHN DEERE CONSTRUCTION RET SALES		

SECTION A - SUPPLEMENTAL INFORMATION

	Regulatory Cite	Title	Date
A-1	52.204-4850 (TACOM)	ACCEPTANCE APPENDIX	MAR/2006
<p>(a) Contract Number W56HZV-07-C-0353 is awarded to John Deere Construction Retail Sales, CAGE 3PSD7. The Government accepts your proposal dated 20 June 2007 in response to electronic message dated 27 April 2007, Subject: Request for Proposal for the acquisition and refurbishment of 11 HYEX vehicles, sent by Contract Specialist Mr. Jerry L. Jackson, signed by Ms. Lynne Hayes, Manager Federal & State Accounts of your company.</p>			
<p>(b) The contractor, in its proposal, provided data for various solicitation clauses, and that data has been added in this contract.</p>			
<p>(c) Any attachments not included within this document will be provided by TACOM-Warren directly to the administrative contracting officer (ACO) via e-mail, as required. Technical data packages that are only available on CD-ROM will be mailed by TACOM-Warren to the ACO. Within one week of this award, any office not able to obtain attachments from TACOM's website (https://contracting.tacom.army.mil/) and still requiring a copy, can send an email request to the buyer listed on the front page of this contract.</p>			
N/A			
(d) The following Amendment(s) to the solicitation are incorporated into this contract: N/A			
[End of Clause]			
A-2	52.201-4000 (TACOM)	TACOM-WARREN OMBUDSPERSON	JAN/2006
Information regarding the TACOM-Warren Ombudsperson is located at the website http://contracting.tacom.army.mil/acqinfo/ombudsperson.htm			
[End of Clause]			
A-3	52.204-4016 (TACOM)	TACOM-WARREN ELECTRONIC CONTRACTING	SEP/2006
<p>(a) All TACOM solicitations and awards are distributed on the TACOM Warren Business Opportunities web page (http://contracting.tacom.army.mil/opportunity.htm) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web.</p>			
<p>(b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.</p>			
<p>(c) Unless otherwise authorized in this solicitation, you are required to submit your offer, bid, or quote electronically, normally via email or datafax. For detailed information about submitting your offer electronically, please see http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm.</p>			
(1) The proper TACOM addresses for offer submission are:			
(i) RFQs: Email your quote to the contract specialist's email address found on the RFQ cover sheet or the DD Form 1155.			
(ii) RFP and Sealed Bidding: Email your offer to: offers@tacom.army.mil If you datafax your proposal/bid, address your header to: offers@tacom.army.mil and fax to the TACOM Network fax Server at datafax number 1-586-574-5527.			
<p>(2) When datafaxing or emailing an offer, the submitted file cannot exceed 7 megabytes. Clearly state Quote, Offer, or Bid on your fax cover page or on the subject line of the e-mail. Use only one of the terms Quotation, Offer, or Bid depending on the solicitation type. Include your company name and annotate the proper internal TACOM address for proper internal routing.</p>			
(3) Authentication for datafax submission is verified by the offeror returned address. Quotes, Bids, or Offers may be sent via			

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datafax using a personal computer or a standalone datafax machine. If you are submitting a datafax, a confirmation of receipt for TACOM-Warren will not be sent.

(d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards and will include the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987)of our intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release, and you intend on submitting an offer, notify the PCO in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.

(e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: acqcenweb@tacom.army.mil . If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. For technical assistance in doing business with the Government, and doing business electronically, please visit the Procurement Technical Assistance Center Website at <http://www.aptac-us.org/new/> to find a location near you.

[End of Clause]

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		PIIN/SIIN W56HZV-07-C-0353		MOD/AMD	
Name of Offeror or Contractor: JOHN DEERE CONSTRUCTION RET SALES					
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	NSN: 9999-99-999-9999 SECURITY CLASS: Unclassified				
0001AA	<p>11 PREVIOUSLY OWNED (USED) HYEX VEHICLES</p> <p>CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: HYEX -VEHICLES PRON: P176F1582T PRON AMD: 02 ACRN: AA AMS CD: 53504428154</p> <p>Note: Payment for each vehicle will be issued concurrent with DD 250 sign-off of the REFURBISHED vehicle.</p> <p>REFERENCE SECTION C.5 Pilot Effort The first two vehicles under this contract shall be considered Pilot Vehicles. The contractor shall select the best and worst vehicle for this effort. The contractor shall recommend changes to the Core and AWE IAW CDRL A004.</p> <p>REFERENCE SECTION F-7 The refurbish of the first two vehicles (pilot vehicles) shall be completed 150 days after contract award. The remaining nine vehicles shall be completed within 240 days (8 months) after completion of the pilot vehicles.</p> <p>(End of narrative B001)</p> <p>Packaging and Marking</p> <p>Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin</p> <p>Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W81T0H7162F158 Y00000 M 2 DEL REL CD QUANTITY DEL DATE 001 11 23-JUL-2008</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS</p>	11	EA	\$ 82,500.00000	\$ 907,500.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	REQUISITION.				
0002	SECURITY CLASS: Unclassified				
0002AA	<u>HYEX CORE EFFORT</u> CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: HYEX -CORE EFFORT PRON: P176F1602T PRON AMD: 03 ACRN: AA AMS CD: 53504428154 <u>Vehicle unit price for CORE Effort is \$106,502.95</u> (End of narrative B001) <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 0 23-JUL-2008 \$ 1,171,532.40			\$ 1,171,532.40	
0003	SECURITY CLASS: Unclassified				
0003AA	<u>ADDITIONAL WORK EFFORT (AWE)</u> CLIN CONTRACT TYPE: Time-and-Materiels NOUN: HYEX -AWE PRON: P176F1572T PRON AMD: 02 ACRN: AA AMS CD: 53504428154 AWE Time and Material Price is \$26,800.00 prior to Pilot Vehicles being evaluated. An adjustment may be made to AWE after completion of the two Pilot Vehicles. Maximum Labor Rate for AWE effort is \$70 per hour. (End of narrative B001) <u>Inspection and Acceptance</u>			\$ 294,800.01	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 0 23-JUL-2008 \$ 33,000.00				
0004	NSN: 9999-99-999-9999 SECURITY CLASS: Unclassified				
0004AA	<u>INITIAL SERVICE KIT</u> CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: HYEX -ISK PRON: P176F1612T PRON AMD: 02 ACRN: AA AMS CD: 53504428154 The contractor shall overpack one ISK per delivered vehicle. Old Kit Number CLIN 0004 narrative AT163550 Tool Assembly TP400HD Pin TT400 Tooth T80X400 Shank Initial Service Kit RE59745 Engine Oil Filter RE62419 Fuel Filtery RE32424 Water Separator AT147373 Return Oil Filter Tl10444 O Ring for return Oil Filter AT214263 Pilot Control Oil Filter AT130157 O ring Kit (End of narrative B001) <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 W81T0H7162F161 Y00000 M 2 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 11 23-JUL-2008	11	EA	\$ 1,252.74000	\$ 13,780.14

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	FOB POINT: Destination SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.				
0005	NSN: 9999-99-999-9999 SECURITY CLASS: Unclassified				
0005AA	BASIC ISSUE ITEMS CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: HYEX -BII PRON: P176F1592T PRON AMD: 02 ACRN: AA AMS CD: 53504428154 The contractor shall overpack one BII per delivered vehicle. Wrench, Open End, Adjustable Wrench, Allen, 4MM Wrench, 3in. Wrench, Filter, Nylon Strap Bracket, Track, Transport Pliers, Vise Grip, 8in Hammer, Wood Handle, 4 3/16lb, 1 3/4 in Pin Removal Tool Gun, Grease Fire Extinguisher Bag, Masons Operator's Manual (End of narrative B001) <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W81T0H7162F159 Y00000 M 2 DEL REL CD QUANTITY DEL DATE 001 11 23-JUL-2008 FOB POINT: Destination	11	EA	\$ 608.21000	\$ 6,690.31

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION. NSN: 9999-99-999-9999 SECURITY CLASS: Unclassified				
0006AA	TOOL #1 TRACK RECOIL SPRING CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: HYEX -TRACK RECOIL SPRIN PRON: P176F1622T PRON AMD: 02 ACRN: AA AMS CD: 53504428154 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W81T0H7162F162 Y00000 M 2 DEL REL CD QUANTITY DEL DATE 001 2 26-NOV-2008 FOB POINT: Destination SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION. Delivery Date is based on an estimated completion date for the 2 Pilot vehicles. (End of narrative F001)	2	EA	\$ 2,734.60000	\$ 5,469.20
0007	NSN: 9999-99-999-9999 SECURITY CLASS: Unclassified				

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Name of Offeror or Contractor: JOHN DEERE CONSTRUCTION RET SALES					
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007AA	<p><u>TOOL#2 TRACK DISASSEMBLY & ASSEMBLY</u></p> <p>CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: HYEX -TRACK RECOIL SPRIN PRON: P176F1562T PRON AMD: 02 ACRN: AA AMS CD: 53504428154</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W81T0H7162F156 Y00000 M 2 <u>DEL REL CD QUANTITY DEL DATE</u> 001 2 26-NOV-2008</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> <p>Delivery Date is based on an estimated completion date for the 2 Pilot vehicles.</p> <p>(End of narrative F001)</p>	2	EA	\$ 260.15000	\$ 520.30
0008	<p><u>DATA ITEM</u></p> <p>SECURITY CLASS: Unclassified</p>				
A001	<p><u>SCIENTIFIC AND TECHNICAL REPORTS</u></p> <p>NOUN: CONDITION ASSESSMENT REPORT SECURITY CLASS: Unclassified</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u></p>	1	EA	\$ ** NSP **	\$ ** NSP **

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[illegible]

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Name of Offeror or Contractor: JOHN DEERE CONSTRUCTION RET SALES					
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A004	<u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 3 <u>DEL REL CD QUANTITY DEL DATE</u> 001 1 SEE DD FORM 1423 FOB POINT: Destination SHIP TO: (Y00003) SEE NARRATIVE ON DD 1423	1	EA	\$ ** NSP **	\$ ** NSP **
	<u>SCIENTIFIC AND TECHNICAL REPORT</u> NOUN: PILOT REPORT SECURITY CLASS: Unclassified <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination				
	<u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 3 <u>DEL REL CD QUANTITY DEL DATE</u> 001 1 SEE DD FORM 1423 FOB POINT: Destination SHIP TO: (Y00003) SEE NARRATIVE ON DD 1423				
	SECURITY CLASS: Unclassified				
	<u>SEPARATELY PRICED OPTION FOR 11 HYEX</u> NOUN: HYEX VEHICLES Note: Payment for each vehicle will be issued concurrent with DD 250 sign-off of the REFURBISHED vehicle.				
0020					
0020AA		11	EA	\$ 82,500.00000	\$ 907,500.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>OPTION QUANTITY, PURSUANT TO SECTION H OR I CLAUSE ENTITLED OPTION FOR INCREASED QUANTITY - SEPARATELY PRICED LINE ITEM. The quantity stated for the option CLIN DOES NOT form a part of the basic contractual quantity. Part or all of it may; however, be added to the contract by exercise of the option clause, at the discretion of the government.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 <u>DEL REL CD QUANTITY DEL DATE</u> 001 11 UNDEFINITIZED</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>				
0021	SECURITY CLASS: Unclassified				
0021AA	<p><u>SEPARATELY PRICED OPTION-HYEX CORE EFFORT</u></p> <p>NOUN: HYEX CORE EFFORT</p> <p>OPTION QUANTITY, PURSUANT TO SECTION H OR I CLAUSE ENTITLED OPTION FOR INCREASED QUANTITY - SEPARATELY PRICED LINE ITEM. The quantity stated for the option CLIN DOES NOT form a part of the basic contractual quantity. Part or all of it may; however, be added to the contract by exercise of the option clause, at the discretion of the government.</p> <p>(End of narrative B001)</p>				\$ 1,171,532.40

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 0 UNDEFINITIZED \$ 1,171,532.40				
0022	SECURITY CLASS: Unclassified				
0022AA	<u>SEPARATELY PRICED OPTION-(AWE)</u> NOUN: ADDITIONAL WORK EFFORT (AWE) OPTION QUANTITY, PURSUANT TO SECTION H OR I CLAUSE ENTITLED OPTION FOR INCREASED QUANTITY - SEPARATELY PRICED LINE ITEM. The quantity stated for the option CLIN DOES NOT form a part of the basic contractual quantity. Part or all of it may; however, be added to the contract by exercise of the option clause, at the discretion of the government. (End of narrative B001) <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 0 UNDEFINITIZED \$ 294,800.01				\$ 294,800.01
0022AB	<u>SEPARATELY PRICED OPTION-AWE TRANSPORTATION</u> NOUN: AWE TRANSPORTATION The average transportation was based on vehicle delivery to Ft. Leonard Wood, Missouri; however, the Government recognizes that completed vehicles may be shipped to destinations that result in greater transportation cost. In that event, the contractor shall request				\$ 33,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>additional funding to reflect the estimated transportation cost identified in Attachment 0001 (SECTION J)</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 0 UNDEFINITIZED</p> <p>\$ 33,000.00</p>				
0023	SECURITY CLASS: Unclassified				
0023AA	<p><u>SEPARATELY PRICED OPTION- (ISK)</u></p> <p>NOUN: INITIAL SERVICE KIT (ISK)</p> <p>OPTION QUANTITY, PURSUANT TO SECTION H OR I CLAUSE ENTITLED OPTION FOR INCREASED QUANTITY - SEPARATELY PRICED LINE ITEM. The quantity stated for the option CLIN DOES NOT form a part of the basic contractual quantity. Part or all of it may; however, be added to the contract by exercise of the option clause, at the discretion of the government.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 11 UNDEFINITIZED</p> <p>FOB POINT: Destination</p> <p>SHIP TO:</p>	11	EA	\$ 1,252.74000	\$ 13,780.14

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Name of Offeror or Contractor: JOHN DEERE CONSTRUCTION RET SALES

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.				
0024	SECURITY CLASS: Unclassified				
0024AA	<p><u>SEPARATELY PRICED OPTION-(BII)</u></p> <p>NOUN: BASIC ISSUE ITEMS (BII)</p> <p>OPTION QUANTITY, PURSUANT TO SECTION H OR I CLAUSE ENTITLED OPTION FOR INCREASED QUANTITY - SEPARATELY PRICED LINE ITEM. The quantity stated for the option CLIN DOES NOT form a part of the basic contractual quantity. Part or all of it may; however, be added to the contract by exercise of the option clause, at the discretion of the government.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 DEL REL CD QUANTITY DEL DATE 001 11 UNDEFINITIZED</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	11	EA	\$ 608.21000	\$ 6,690.31
0025	SECURITY CLASS: Unclassified				

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Name of Offeror or Contractor: JOHN DEERE CONSTRUCTION RET SALES

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0025AA	<p><u>SEPARATELY PRICED OPTION TRACK RECOIL SPRING</u></p> <p>NOUN: TOOL#1 TRACK RECOIL SPRING</p> <p>OPTION QUANTITY, PURSUANT TO SECTION H OR I CLAUSE ENTITLED OPTION FOR INCREASED QUANTITY - SEPARATELY PRICED LINE ITEM. The quantity stated for the option CLIN DOES NOT form a part of the basic contractual quantity. Part or all of it may; however, be added to the contract by exercise of the option clause, at the discretion of the government.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 DEL REL CD QUANTITY DEL DATE 001 2 UNDEFINITIZED</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	2	EA	\$ 2,734.60000	\$ 5,469.20
0026	SECURITY CLASS: Unclassified				
0026AA	<p><u>SEPARATELY PRICED OPTION-TRACK DES & AS</u></p> <p>NOUN: TOOL#2 TRACK DIS&ASSEMBLY</p> <p>OPTION QUANTITY, PURSUANT TO SECTION H OR I CLAUSE ENTITLED OPTION FOR INCREASED QUANTITY - SEPARATELY PRICED LINE ITEM. The quantity stated for the option CLIN DOES NOT form a part of the basic contractual quantity. Part or all of it may; however, be added to the contract by exercise of the option clause, at</p>	2	EA	\$ 260.15000	\$ 520.30

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																															
	<p>the discretion of the government.</p> <p>(End of narrative B001)</p> <p>Packaging and Marking</p> <p>Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin</p> <p>Deliveries or Performance</p> <table border="0"> <tr> <td>DOC</td><td colspan="6">SUPPL</td></tr> <tr> <td><u>REL CD</u></td><td><u>MILSTRIP</u></td><td><u>ADDR</u></td><td><u>SIG CD</u></td><td><u>MARK FOR</u></td><td><u>TP CD</u></td></tr> <tr> <td>001</td><td colspan="5"></td></tr> <tr> <td><u>DEL REL CD</u></td><td><u>QUANTITY</u></td><td colspan="4"><u>DEL DATE</u></td></tr> <tr> <td>001</td><td>2</td><td colspan="4">UNDEFINITIZED</td></tr> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	DOC	SUPPL						<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001						<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>				001	2	UNDEFINITIZED							
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001	2	UNDEFINITIZED																																		
0040	<p>OPTION-DATA ITEM</p> <p>SECURITY CLASS: Unclassified</p>																																			
A005	<p>SCIENTIFIC AND TECHNICAL REPORT</p> <p>NOUN: CONDITION AND TECH. REPORT SECURITY CLASS: Unclassified</p> <p>Packaging and Marking</p> <p>Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination</p> <p>Deliveries or Performance</p> <table border="0"> <tr> <td>DOC</td><td colspan="6">SUPPL</td></tr> <tr> <td><u>REL CD</u></td><td><u>MILSTRIP</u></td><td><u>ADDR</u></td><td><u>SIG CD</u></td><td><u>MARK FOR</u></td><td><u>TP CD</u></td></tr> <tr> <td>001</td><td></td><td></td><td></td><td></td><td>3</td></tr> <tr> <td><u>DEL REL CD</u></td><td><u>QUANTITY</u></td><td colspan="4"><u>DEL DATE</u></td></tr> <tr> <td>001</td><td>1</td><td colspan="4">SEE DD FORM 1423</td></tr> </table>	DOC	SUPPL						<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001					3	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>				001	1	SEE DD FORM 1423				1	EA	\$ ** NSP **	\$ ** NSP **
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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 General Scope

- a. The contractor shall provide eleven refurbished HYEX Type I vehicles (John Deere model number 230LCR) in accordance with the Purchase Description PD 3805-2204, dated 30 Oct 97, Revision 6, dated 26 March 07, part number AT185754. See Attachment 0002, SECTION J.
- b. Refurbishment is defined as maintenance that restores the system to a like-new (zero hours on the engine) condition in appearance, performance, and life expectancy.
- c. This process involves inspection and diagnosis according to the manufacturers technical directions that identify components exhibiting wear and directs the replacement or adjustment of those items in accordance with the applicable technical specifications. The result is a system of the same make and model as the 230LCR.
- d. This effort consists of three parts:
- 1) Eleven each used, commercial John Deere excavators, model number 230LC.
 - 2) A Core Effort (CE) (C.2), which is defined as and shall include only those tasks that are common to each of the eleven Type I HYEXs, and,
 - 3) An Additional Work Effort (AWE) (C.3), a set of repair actions beyond the core effort that is unique to each individual HYEX.

The 11 commercial excavators are on a Firm-Fixed-Price (FFP) basis under CLIN 0001AA. The CE is on a FFP basis under CLIN 0002AA. The AWE effort is on a Time and Material basis under CLIN 0003AA. The contractor shall ensure that the same effort is not charged under more than one CLIN.

C.2 Commercial Excavators (CLIN 0001AA)

The contractor shall provide eleven each used, commercial John Deere excavators, model number 230LC. The Contractor shall select vehicles to refurbish that have at least 60% under carriage life remaining. These vehicles shall not be delivered to the Government until the CE and AWE efforts have been completed.

C.3 Core Effort (CLIN 0002AA)

C.3.1 The core effort shall be performed on each vehicle and consists of the following:

- a. The contractor shall perform all commercial services up to and including the 2,000 hour service on each vehicle. All fluids will be drained and replaced with applicable lubricants in accordance with the PD. Under no circumstance shall the contractor reuse drained fluids or lubricants.
- b. The contractor shall provide and install a remanufactured engine in each vehicle. Remanufactured engines will meet all specifications of a new engine (zero hours) as identified by the Original Equipment Manufacturer (OEM).
- c. The contractor shall install a 9 feet 9 inches (2970mm) arm with the appropriate cylinder and linkage.
- d. The contractor shall make all military modifications to each commercial vehicle so that it meets PD 3805-2204, dated 30 Oct 97, Revision 6, dated 26 Mar 07.
- e. The contractor shall over pack an Initial Service Kit (ISK) with each vehicle so the government can properly maintain the vehicle. The ISK shall consist of all service parts/items required to meet warranty service requirements and perform the first scheduled maintenance. The contractor shall mark each item with the nomenclature and part number to ensure the correct application. The ISK shall be packaged in accordance with standard commercial practices to deter theft and assure safe arrival at destination without damage to contents.

<u>PART Number</u>	<u>NOMENCLATURE</u>	<u>QTY</u>
RE59754	Engine oil filter	6 ea
RE62419	Fuel filter	2 ea
RE62424	Water separator	1 ea
AT147343	Return oil filter	2 ea
T110444	O ring for return oil filter	2 ea
AT214263	Pilot control oil filter	1 ea
AT130157	O ring kit	1 ea
AT163550	Bucket teeth	2 ea

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f. The contractor shall provide the following diagnostic equipment with each vehicle. All software/technical data required to be delivered under this contract and all spare and repair parts, tools and supplies, and support parts being delivered under this contract shall be packaged in accordance with standard commercial practices to deter theft and assure safe arrival at destination without damage to contents.

<u>PART Number</u>	<u>NOMENCLATURE</u>	<u>QTY</u>
JT07274	John Deere Diagnostic Software	1 ea
JT07273	Computer Cable	1 ea
JT07275	Test Harness	1 ea

g. Basic Issue Items (BII) and Component of the End Items (COEI). BII are separately listed in a table as an appendix in the operator's manual. The contractor shall provide the BII listed below over packed (boxed and secured in the vehicle). BII shall be packaged in accordance with standard commercial practices to deter theft and assure safe arrival at destination without damage to contents. Refer to TM 5-3805-280-10 for additional information. COEI are separately listed in a table as an appendix in the operators manual. COEI must arrive with the vehicle at handoff and will be inventoried along with the vehicle. Listed below is the vehicle COEI.

<u>DESCRIPTION</u>	<u>QTY</u>
Wrench, Open End, Adjustable, .95 in jaw opening, 8 inch long	1 ea
Wrench, Allen, 4mm (0.15-in.)	1 ea
Wrench, 3 in.	1 ea
Wrench, Filter, Nylon Strap	1 ea
Bracket, Track, Transport	1 ea
Pliers, Vise Grip,8-inch	1 ea
Hammer, Wood Handle, 4 3/16 lb, 1 3/4 inch face diameter	1 ea
Pin Removal Tool, 5 lb, 18 inch long	1 ea
Gun, Grease, Lever Action, 23 strokes per oz, 12 inch flexible hose	1 ea
Fire Extinguisher	1 ea
Operators Manual (GFE)	1 ea

<u>PART Number</u>	<u>NOMENCLATURE</u>	<u>QTY</u>
AT188608	Ditch Bucket, 60 inch	1 ea
AT188607	Heavy Duty Bucket, 42 inch	1 ea
AP33356	Vandal Protection Kit	1 ea

h. The contractor shall perform a detailed inspection of each vehicle using its best available diagnostic, inspection, oil sampling, and testing techniques. Each vehicle shall be thoroughly inspected for work that will be required to return that vehicle to the condition specified in C.1. The contractor shall prepare a detailed Condition Assessment Report(CAR) IAW CDRL A001, (SECTION J EXHIBIT A) indicating the required maintenance actions, man-hours, and costs to perform the AWE. Each report shall contain, at a minimum:

- 1) All identifying vehicle information, including end item serial numbers, and a condition summary of each vehicle.
- 2) A list of repairs which are needed for each vehicle, including part numbers and descriptions, and a cost per part number. The contractor shall include the estimated cost of material, labor, and any overhead and markups to perform the necessary work. The contractor shall price the total effort.
- 3) The contractor shall segregate the additional recommended repairs by segment area of machine as in the example shown below:

Fuel / Exhaust System
Radiator / Cooling System
Final Drives / Track
Vehicles Frame & Guards
Excavator Boom & Stick
Electrical System (to include Starting & Charging Systems)
Transportation
Undercarriage
Hydraulic Systems
Cab

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Miscellaneous

- i. The contractor shall make all arrangements related to loading and transporting vehicles to their final destination, including vehicle operation and any disassembly that may be required. The government will provide the shipping instructions via a contract modification
- j. All seals and gaskets on any components that have been disassembled shall be replaced. The contractor shall replace all rubber hoses and belts.

C.3.2 Equipment Control Record (DA Form 2408-9)

The contractor shall prepare a DA Form 2408-9, Equipment Control Records (Government furnished form) for each vehicle it delivers. The contractor shall prepare the form in accordance with the instructions in paragraph 5-7 c (3) Acceptance and registration of DA PAM 750-8, dated 25 Feb 05, to report acceptance of each vehicle into the U.S. Army inventory. A blank copy of the form is enclosed at Exhibit B. The contractor shall have the Defense Contract Management Command (DCMC) Quality Assurance Representative (QAR) complete blocks 22 and 23 as the person accepting the item into the Army inventory. After the DCMC QAR completes blocks 22 and 23, the contractor shall distribute the DA Form 2408-9 as follows:

- a. Submit one copy within five working days to:
- Director
U.S. Army Materiel Command's Logistic Support Activity
ATTN: AMXLS-MR
Redstone Arsenal, AL 35898-7466
- b. Submit one copy to the National Maintenance Point (NMP) within five working days at:
- Commander
U.S. Army Tank-automotive and Armaments Command
ATTN: AMSTA-LC-CJCB, MS326
6501 East 11 Mile Rd.
Warren, MI 48397-5000
- c. Place the Log Book copy in a re-sealable weather proof bag, stored in a dry, protected location, secured in the operator station, and shipped with each vehicle.

C.3.3 Technical Manuals (TM)

The Contractor shall over pack two complete sets of the current HYEX Type I TMs in a dry, protected location, secured in the operator station of each vehicle. The contractor shall ensure the TMs are wrapped in a waterproof covering (i.e. shrink wrap). The Government will furnish the TMs as Government Furnished Equipment (GFE). For reference purposes, the Army technical manuals below are located on Logistics Support Activity (LOGSA) Website at https://www.logsa.army.mil/etms/find_etm.cfm.

Technical Manuals		
<u>PIN</u>	<u>TM/ME Number</u>	<u>Publication Title (partial)</u>
077618	TM 5-3805-280-10	Operators Manual
077619	TM 5-3805-280-24-1	Unit, Direct Support and General Support
Maintenance Manuals		
077620	TM 5-3805-280-24-2	
077621	TM 5-3805-280-24P	Repair Parts and Special Tools (RPSTL)

C.3.4 The contractor shall participate in the following meetings:

- a. Start-of-Work Meeting

The Contractor shall host a start of work meeting within 15 days after award. The meeting will focus on contract terms and conditions, a review of all data requirements, required specifications, and schedule requirements. Before the meeting, the participants shall agree upon an agenda. At the conclusion of the meeting, a summary of the discussions will be jointly agreed upon. The summary will identify all action items assigned for both parties to accomplish, along with a completion date for each action item, and all actions requiring Contracting Officer approval.

- b. In-Process Reviews (IPRs)

The government may request periodic IPRs at the contractors facility to review progress to date, review data and Quality Assurance (QA)

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process.

C.3.5 Required Reporting

C.3.5.1 Monthly Status Reports

The contractor shall furnish a monthly status report to the Government showing the work in progress and a summary of work completed. The contractor shall provide the report in accordance with CDRL A002 (SECTION J, EXHIBIT B). In addition to what is required by the DID, the report shall be in two parts and contain the following information for the Time and Material, CLIN 0003AA:

- a. Part 1:
 - Funding authorized
 - Hours billed this period by labor category
 - Material billed this period
 - Funds remaining
- b. Part 2:
 - Work accomplished this period
 - List of repair parts used
 - Status/problems/discussions

C.3.5.2. To the maximum extent possible, the contractor shall replace parts that need replacing with the same part number. For parts needing replacement that are no longer available, the contractor shall use parts with the same form, fit and function. The contractor shall minimize configuration changes as a result of a part change. The contractor shall submit a Configuration Changes Report IAW CDRL A003 (SECTION J, EXHIBIT C).

C.4 Additional Work Effort (AWE) (CLIN 0003AA)

C.4.1 In recognition of the fact that all repairs necessary to refurbish the vehicles as required under this contract cannot be determined prior to a detailed inspection, CLIN 0003AA has been established to allow for work beyond what is specified in paragraph C.3. The estimated cost for AWE is set forth in the CLIN, and work beyond that amount shall not be performed by the contractor except as specifically authorized by the Contracting Officer. Unauthorized work shall be at the contractors expense. The AWE includes first destination transportation costs. Contractor shall transport the refurbished vehicle to its final destination (F.O.B. Destination). Any variance to the current transportation funding will be provided in a contract modification using transportation estimates provided in Attachment 0001 (SECTION J).

C.4.2 AWE shall be performed at the same time as the CE or at such time as the contractor finds that this work is most efficiently integrated into its regular work processes. All work to be performed shall be described in the CAR required by provision C.3.1h and CDRL A001. The contractor shall proceed with the AWE repairs identified in the CAR only after PCO authorization.

C.4.3 Vehicle Delivery

The contractor shall deliver all equipment under this contract to each gaining unit. The contractor shall activate the vehicle warranty at delivery location. The delivery effort includes:

- a. Re-assembly of the vehicle to a fully operational configuration if the vehicle is shipped with any components removed. All tools and equipment required to complete the re-assembly will be the contractor's responsibility.
- b. Inventory of any material shipped with the vehicle, e.g., TMs, BII, and ISKs.
- c. Activation of the warranty, which includes stamping the effective date (date of delivery to gaining unit) on the vehicle warranty data plate in accordance with Attachment 2.
- d. The contractor shall ensure that the ISK (refer to C.3.1g), diagnostic equipment (refer to C.3.1h) and technical manuals (refer to C.3.3) are given to unit maintenance personnel during handoff. One copy of the operators manual will stay with the vehicle.

C.5 Pilot Effort

The first two vehicles under this contract shall be considered Pilot Vehicles. The contractor shall select the best and worst vehicle for this effort. The contractor shall recommend changes to the Core and AWE IAW CDRL A004 (SECTION J, EXHIBIT D).

C.6 Dealer Fabricated Tools

The contractor shall provide 2 each Track Recoil Spring Disassembly and Assembly Tools and 2 each Track Recoil Spring Disassembly and Assembly Guard Tools IAW CLIN 0006AA and CLIN 0007AA.

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Track Recoil Spring Disassembly and Assembly Tool
Part Number: ST4920

Track Recoil Spring Disassembly and Assembly Guard Tool
Part Number: DFT1087

These items shall be packaged in accordance with standard commercial practices to deter theft and assure safe arrival at destination without damage to contents. They will be shipped to a government provided designation in Southwest Asia (SWA).

*** END OF NARRATIVE C0001 ***

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SECTION D - PACKAGING AND MARKING

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
D-1	252.211-7003	ITEM IDENTIFICATION AND VALUATION	JUN/2005

[Note: The following clause requires unique item identification marking, or a DoD recognized unique identification equivalent, for items listed in paragraphs (c)(1)(ii) of the clause. Unique item identification marking is also required for all items delivered under the contract for which the government's acquisition cost (as defined under 'Definitions' below) is \$5,000 or more. Unique item identification marking is required for embedded subassemblies, components, and parts if listed in paragraph (c)(1)(iii). In the event that the government has not yet identified these items or embedded parts, paragraph (c)(1)(ii) will read "TBD" for "to be determined". If these items are identified by the government before the time proposals are due, an amendment to the solicitation will be issued which identifies them. If not, award will be made on the basis of them not being identified, however the contract may be later modified to include such identification marking. This clause also requires the contractor to report the government's acquisition cost for each item delivered under the contract. Information concerning these requirements is available at <http://www.acq.osd.mil/uid>]

- (a) Definitions. As used in this clause--
 - "Automatic identification device" means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.
 - Concatenated unique item identifier means
 - (1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or
 - (2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.
 - Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.
 - DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <http://www.acq.osd.mil/dpap/UID/equivalents.html> .
 - DoD unique item identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.
 - Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.
 - Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.
 - Governments unit acquisition cost means
 - (1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;
 - (2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractors estimated fully burdened unit cost to the Government at the time of delivery; and
 - (3) For items produced under a time-and-materials contract, the Contractors estimated fully burdened unit cost to the Government at the time of delivery.
 - Issuing agency means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreets Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC) /EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code.
 - Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.
 - Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

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Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/UID/uid_types.html .

- (b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.
- (c) DoD unique item identification or DoD recognized unique identification equivalents.
 - (1) The Contractor shall provide DoD unique item identification, or a DoD recognized unique identification equivalent, for
 - (i) All delivered items for which the Governments unit acquisition cost is \$5,000 or more; and
 - (ii) The following items for which the Governments unit acquisition cost is less than \$5,000:

Contract Line, Subline, or Exhibit Line Item Number: -N/A-

 Item Description: -N/A-
 - (iii) Subassemblies, components, and parts embedded within delivered items, specified as follows, or in Attachment -N/A- .
 - (2) The concatenated unique item identifier and the component data elements of the DoD unique item identification or DoD recognized unique identification equivalent shall not change over the life of the item.
 - (3) Data syntax and semantics of DoD unique item identification and DoD recognized unique identification equivalents. The Contractor shall ensure that
 - (i) The encoded data elements (except issuing agency code) of the unique item identifier are marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Data Identifiers (DIs) (Format 06) in accordance with ISO/IEC International Standard 15418, Information Technology EAN/UCC Application Identifiers and ANSI MH 10 Data Identifiers and ANSI MH 10 Data Identifiers and Maintenance.

 (B) Application Identifiers (AIs) (Format 05), in accordance with ISO/IEC International Standard 15418, Information Technology EAN/UCC Application Identifiers and ANSI MH 10 Data Identifiers and ANSI MH 10 Data Identifiers and Maintenance.

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- (C) Text Element Identifiers (TEIs), in accordance with the DoD collaborative solution DD format for use until the solution is approved by ISO/IEC JTC1 SC 31. The DD format is described in Appendix D of the DoD Guide to Uniquely Identifying Items, available at <http://www.acq.osd.mil/dpap/UID/guides.htm> ; and
- (ii) The encoded data elements of the unique item identifier conform to ISO/IEC International Standard 15434, Information Technology Syntax for High Capacity Automatic Data Capture Media.
- (4) DoD unique item identification and DoD recognized unique identification equivalents.
- (i) The Contractor shall
- (A) Determine whether to serialize within the enterprise identifier or serialize within the part, lot, or batch number; and
- (B) Place the data elements of the unique item identifier (enterprise identifier; serial number; and for serialization within the part, lot, or batch number only; original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.
- (ii) The issuing agency code
- (A) Shall not be placed on the item; and
- (B) Shall be derived from the data qualifier for the enterprise identifier.
- (d) For each item that requires unique item identification under paragraph (c)(1)(i) or (ii) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, either as part of, or associated with, the Material Inspection and Receiving Report, the following information:
- (1) Concatenated unique item identifier; or DoD recognized unique identification equivalent.
 - (2) Unique item identifier type.
 - (3) Issuing agency code (if concatenated unique item identifier is used).
 - (4) Enterprise identifier (if concatenated unique item identifier is used).
 - (5) Original part number.
 - (6) Lot or batch number.
 - (7) Current part number (if not the same as the original part number).
 - (8) Current part number effective date.
 - (9) Serial number.
 - (10) Governments unit acquisition cost.
- (e) For embedded DoD serially managed subassemblies, components, and parts that require unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report at the time of delivery, either as part of, or associated with the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:
- (1) Concatenated unique item identifier or DoD recognized unique identification equivalent of the parent item delivered under a contract line, subline, or exhibit line item that contains the embedded subassembly, component, or part.
 - (2) Concatenated unique item identifier or DoD recognized unique identification equivalent of the embedded subassembly, component, or part.
 - (3) Unique item identifier type.**
 - (4) Issuing agency code (if concatenated unique item identifier is used).**
 - (5) Enterprise identifier (if concatenated unique item identifier is used).**

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- (6) Original part number.**
- (7) Lot or batch number.**
- (8) Current part number (if not the same as the original part number.**
- (9) Current part number effective date.**
- (10) Serial number.**
- (11) Unit of measure.
- (12) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause in accordance with the data submission procedures at <http://www.acq.osd.mil/dpap/UID/DataSubmission.htm>.

(g) Subcontracts. If paragraph (c)(1) of this clause applies, the Contractor shall include this clause, including this paragraph (g), in all subcontracts issued under this contract.

[End of Clause]

D-2 The Initial Service Kit (ISK), Basic Issue Items (BII), and Diagnostic Equipment. The contractor shall mark each item with the nomenclature and part number to ensure the correct application. The ISK, BII, and Diagnostic Equipment shall be packaged in accordance with standard commercial practices to deter theft and assure safe arrival at destination without damage to contents. All packages may be placed in the vehicle cab for transport.

Marking of Wood Packaging Materials. Each box/pallet shall be marked to show the conformance to the International Plant Phytosanitary Measure-15 (ISPM). The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens, on two sides of the pallet.

*** END OF NARRATIVE D0001 ***

SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
E-2	52.246-4	INSPECTION OF SERVICES - FIXED-PRICE	AUG/1996
E-3	52.246-6	INSPECTION -- TIME-AND-MATERIAL AND LABOR-HOUR -- ALTERNATE I (APR 1984)	MAY/2001
E-4	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-5	52.246-4028 (TACOM)	INSPECTION AND ACCEPTANCE POINTS: ORIGIN	NOV/2005

The Government's inspection and acceptance of the supplies offered under this contract/purchase order shall take place at ORIGIN. Offeror must specify below the exact name, address, and CAGE of the facility where supplies to be furnished under this contract/purchase order will be available for inspection/acceptance.

INSPECTION POINT: GR Manufacturing No CAGE
 4800 Commerce Dr. Trussville, AL 35173

ACCEPTANCE POINT: GR Manufacturing No CAGE
 4800 Commerce Dr. Trussville, AL 35173

[End of Clause]

E-6 Upon delivery of vehicles under this contract, the contractor shall certify that the refurbished vehicles conform to all contract requirements. This certification shall be submitted to the Defense Contract Management Area Office and to TACOM. The regional DCMA-QAR office will execute the DD250.

*** END OF NARRATIVE E0001 ***

*** END OF NARRATIVE E0002 ***

SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-34	F.O.B. DESTINATION	NOV/1991
F-4	52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT	FEB/1999
F-5	52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY	JUN/2003

F-7 The refurbish of the first two vehicles (pilot vehicles) shall be completed 150 days after contract award. The remaining nine vehicles shall be completed within 240 days (8 months) after completion of the pilot vehicles.

*** END OF NARRATIVE F0001 ***

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SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ ITEM	OBLG ACRN	STAT	ACCOUNTING CLASSIFICATION			JOB ORDER NUMBER	ACCOUNTING STATION		OBLIGATED AMOUNT
0001AA	P176F1582T 53504428154 A17P51541CRX	AA	1	21	72035000071C1C09P53504431E1	S20113	7ZCC04	W56HZV	\$	907,500.00
0002AA	P176F1602T 53504428154 A17P51541CRX	AA	2	21	72035000071C1C09P53504431E1	S20113	7ZCC04	W56HZV	\$	1,171,532.40
0003AA	P176F1572T 53504428154 A17P51541CRX	AA	1	21	72035000071C1C09P53504431E1	S20113	7ZCC04	W56HZV	\$	294,800.01
0003AB	P176F1552T 53504428154 A17P51541CSC	AA	1	21	72035000071C1C09P53504431E1	S20113	7ZCC35	W56HZV	\$	10,000.00
0003AC	P176F1572T 53504428154 A17P51541CRX	AA	1	21	72035000071C1C09P53504431E1	S20113	7ZCC04	W56HZV	\$	33,000.00
0004AA	P176F1612T 53504428154 A17P51541CRX	AA	1	21	72035000071C1C09P53504431E1	S20113	7ZCC04	W56HZV	\$	13,780.14
0005AA	P176F1592T 53504428154 A17P51541CRX	AA	1	21	72035000071C1C09P53504431E1	S20113	7ZCC04	W56HZV	\$	6,690.31
0006AA	P176F1622T 53504428154 A17P51541CRX	AA	1	21	72035000071C1C09P53504431E1	S20113	7ZCC04	W56HZV	\$	5,469.20
0007AA	P176F1562T 53504428154 A17P51541CRX	AA	1	21	72035000071C1C09P53504431E1	S20113	7ZCC04	W56HZV	\$	520.30
TOTAL									\$	2,443,292.36

SERVICE NAME	TOTAL BY ACRN	ACCOUNTING CLASSIFICATION			ACCOUNTING STATION	OBLIGATED AMOUNT
Army	AA	21	72035000071C1C09P53504431E1	S20113	W56HZV	\$ 2,443,292.36
TOTAL						\$ 2,443,292.36

ACRN	EDI ACCOUNTING CLASSIFICATION				
AA	21	070920350000	S20113	71C1C095350442815431E1	7ZCC04S20113 W56HZV
AA	21	070920350000	S20113	71C1C095350442815431E1	7ZCC35S20113 W56HZV
Regulatory Cite		Title			Date
G-1	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS			JAN/2004
G-2	252.204-7006	BILLING INSTRUCTIONS			OCT/2005

When submitting a request for payment, the Contractor shall--

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

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[End of Clause]

G-3	52.204-4011 (TACOM)	PAYMENT INSTRUCTIONS FOR THE DEFENSE FINANCE AND ACCOUNTING SERVICE (DFAS)	OCT/2005
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In accordance with DFARS PGI 204.7108, the contract shall be paid in accordance with DFARS PGI 204.7108(d)(5), line item specific by cancellation date.

[End of Clause]

Note: Payment for each vehicle will be issued after
DD 250 sign-off of the REFURBISHED vehicle.

*** END OF NARRATIVE G0001 ***

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

	Regulatory Cite	Title	Date
H-1	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
H-2	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
H-3	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	JUN/2005
H-4	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
H-5	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
H-6	52.204-4005	REQUIRED USE OF ELECTRONIC CONTRACTING	SEP/2004

(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference", meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr.gov/>. (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: <http://contracting.tacom.army.mil/awd.htm>
Rock Island: <https://aais.ria.army.mil/AAIS/AWDINFO/index.htm>
Picatinny: <http://procnet.pica.army.mil/dbi/DynCBD/award.cfm>
Red River Army Depot: <http://www.redriver.army.mil/contractingframes/RecentAwards.DPD.cfm>
Anniston Army Depot: <http://www.anadprocnet.army.mil/>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/dpap/ebiz/VANs.htm>. If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Please go to the following webpage for detailed information about submitting your offer electronically: <http://contracting.tacom.army.mil/ebidnotice.htm>

(f) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (586) 574-7059.

[End of Clause]

H-7	52.246-4026 (TACOM)	LOCAL ADDRESSES FOR DD FORM 250 AND WAWF RECEIVING REPORTS	SEP/2006
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(a) The Contractor may use either the Material Inspection and Receiving Report (DD 250) or Wide Area Workflow (WAWF) to process receiving reports for inspection, acceptance, and payment. Use only one method per contract; not both.

(b) If you are using the Material Inspection and Receiving Report (DD 250), use one of the following methods to send each DD 250 pertaining to this contract to us:

- (1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address: DD250@tacom.army.mil
- (2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:

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(586) 574-7788 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract. These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F. The DD250 form may be found, in three different formats, on the World Wide Web at <http://www.dtic.mil/whs/directives/infomgt/forms/forminfo/forminfo2126.html>

(c) If you are using Wide Area Workflow (WAWF) instead of DD 250s, we may require copies of the WAWF Receiving Report, Bills of Lading, or other documentation to resolve delinquencies, payment issues, or other administrative issues. If this documentation is requested, use the same email address or fax number shown in paragraph (b) above to submit the information. No copies of the WAWF Receiving Report are required unless specifically requested by the PCO, buyer, or other appropriate government official.

[End of Clause]

H-15 The contractor shall provide its standard commercial warranty with all applicable pass through warranties (Attachment 2).

*** END OF NARRATIVE H0001 ***

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SECTION I - CONTRACT CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://farsite.hill.af.mil/>

[End of Clause]

	Regulatory Cite	Title	Date
I-1	52.202-1	DEFINITIONS	JUL/2004
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP/2006
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP/2005
I-9	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.208-9	CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES	JUL/2004
I-11	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP/2006
I-12	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-13	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-14	52.215-2	AUDIT AND RECORDS - NEGOTIATIONS	JUN/1999
I-15	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-16	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-17	52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS	OCT/1997
I-18	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT/1997
I-19	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY/2004
I-20	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	SEP/2006
I-21	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
I-22	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-23	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	JAN/2006
I-24	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-25	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-26	52.222-26	EQUAL OPPORTUNITY	MAR/2007
I-27	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP/2006
I-28	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-29	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP/2006
I-30	52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	JAN/1997
I-31	52.223-6	DRUG FREE WORKPLACE	MAY/2001
I-32	52.225-8	DUTY-FREE ENTRY	FEB/2000
I-33	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB/2006
I-34	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-35	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-36	52.227-3	PATENT INDEMNITY	APR/1984
I-37	52.229-6	TAXES--FOREIGN FIXED-PRICE CONTRACTS	JAN/1991
I-38	52.230-2	COST ACCOUNTING STANDARDS	APR/1998
I-39	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	APR/2005
I-40	52.232-1	PAYMENTS	APR/1984
I-41	52.232-7	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (Note: Substitute the Alternate A paragraph a(2) at DFARS 252.232-7006 for paragraph a(2) of the clause at 52.232-7.)	AUG/2005
I-42	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-43	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-44	52.232-11	EXTRAS	APR/1984
I-45	52.232-17	INTEREST	JUN/1996
I-46	52.232-25	PROMPT PAYMENT	OCT/2003
I-47	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-48	52.232-23 (ALT 1)	ASSIGNMENT OF CLAIMS (Alternate I version dated April 1984)	JAN/1986

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I-49	52.233-1	DISPUTES	JUL/2002
I-50	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-51	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-52	52.242-13	BANKRUPTCY	JUL/1995
I-53	52.243-1	CHANGES--FIXED-PRICE	AUG/1987
I-54	52.243-3	CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS	SEP/2000
I-55	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-56	52.244-2	SUBCONTRACTS	AUG/1998
I-57	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-58	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	SEP/2006
I-59	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-60	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN/2003
I-61	52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006
I-62	52.248-1	VALUE ENGINEERING	FEB/2000
I-63	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY/2004
I-64	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-65	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-66	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-67	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
I-68	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	NOV/2005
I-69	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-70	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	OCT/1998
I-71	252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996
I-72	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	JUN/2004
I-73	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS (Alternate I dated April 2003)	JUN/2005
I-74	252.225-7015	RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS	JUN/2005
I-75	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	MAR/2006
I-76	252.225-7041	CORRESPONDENCE IN ENGLISH	JUN/1997
I-77	252.225-7042	AUTHORIZATION TO PERFORM	APR/2003
I-78	252.232-7010	LEVIES ON CONTRACT PAYMENTS	SEP/2005
I-79	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-80	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-81	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)	NOV/2005
I-82	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
I-83	52.217-4001 (TACOM)	SEPARATELY PRICED OPTION FOR INCREASED QUANTITY	FEB/2007

(a) The Government may require the delivery of the numbered item, identified in the schedule as an option item, in the quantity and at the price stated in the schedule. This option may be exercised by the Government at any time, but in any event not later than -300-days after award. In addition, such option may be exercised in increments, subject to the stated total additional quantity limitations, price(s), and the above-stated time for exercise of the option.

(b) Delivery of the items added by the exercise of this option shall continue immediately after, and at the same rate as, delivery of like items called for under this contract, unless the parties hereto otherwise agree.

(c) Additionally, prior to the expiration of the original option period identified in paragraph (a) above, the Government may seek a bilateral extension of the option period for an additional period not to exceed 90 days from the expiration date of the original option period.

[End of Clause]

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I-84 52.204-7 CENTRAL CONTRACTOR REGISTRATION JUL/2006

(a) Definitions. As used in this clause--

"Central Contractor Registration (CCR) database" means the primary Government repository for contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means-

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

"Registered in the CCR database" means that-

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record ``Active''. The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b)

(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation DUNS or DUNS+4 followed by the DUNS or DUNS+4 number that identifies the offerors name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com/> ; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

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(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Governments reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(1)

(i) If a Contractor has legally changed its business name, doing business as name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business days written notification of its intention to:

(A) Change the name in the CCR database;

(B) Comply with the requirements of Subpart 42.12 of the FAR;

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer.
The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the Suspension of Payment paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractors CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the Suspension of payment paragraph of the EFT clause of this contract.

(g) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

[End of Clause]

I-85 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES DEC/2004

(a) Definition. As used in this clause--

United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in

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notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

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(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

[End of Clause]

I-86 52.223-11 OZONE-DEPLETING SUBSTANCES MAY/2001

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING: Contains (or manufactured with, if applicable) _____ * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

*The Contractor shall insert the name of the substance(s).

[End of Clause]

I-87 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

[End of Clause]

I-88 252.223-7001 HAZARD WARNING LABELS DEC/1991

(a) Hazardous material, as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labelling requirements of one of the following statutes:

(1) Federal Insecticide, Fungicide and Rodenticide Act;

(2) Federal Food, Drug and Cosmetics Act;

(3) Consumer Product Safety Act;

(4) Federal Hazardous Substances Act; or

(5) Federal Alcohol Administration Act.

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(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labelled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

<u>MATERIAL (If None, Insert None.)</u> _____ _____	<u>ACT</u> _____ _____
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(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

[End of Clause]

I-89 52.204-4009 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION MAR/2005
(TACOM)

(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the website:
<http://contracting.tacom.army.mil/ebidnotice.htm>

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

I-90 52.219-4070 PILOT MENTOR-PROTEGE PROGRAM APR/2006

(a) The Pilot Mentor-Protege Program does not apply to small business concerns.

(b) Utilization of the Pilot Mentor-Protege Program (hereafter referred to as the Program) is encouraged. Under the Program, eligible companies approved as mentor firms enter into a mentor-protege agreement with eligible protege firms. The goal of the program is to provide appropriate developmental assistance to enhance the capabilities of the protege firm. The Mentor firm may be eligible for cost reimbursement or credit against their applicable subcontracting goals.

(c) Mentor firms are encouraged to identify and select concerns that are defined as emerging small business concerns, small disadvantaged business, women-owned small business, HUBZone small business, service-disabled veteran-owned small business, veteran-owned small business or an eligible entity employing the severely disabled.

(d) Full details of the program are located at http://www.acq.osd.mil/sadbu/mentor_protege/, <http://sellingtoarmy.info/>, DFARS Appendix I, and DFARS Subpart 219.71, "Pilot Mentor-Protege Program."

(e) For additional questions after reviewing the information provided, contact the Office of Small Business Programs serving your area.

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[End of Clause]

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SECTION J - LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Exhibit A	CDRLS A001 - A004	06-APR-2007	001	ELECTRONIC IMAGE
Attachment 0001	FREIGHT ESTIMATES FOR 11 USED HYEX EXCAVATORS	18-JUN-2007	003	ELECTRONIC IMAGE
Attachment 0002	PD 3805-2204, DATED 30OCT97, REVISION 6, DATED 26 MARCH 2007	30-OCT-1997	018	ELECTRONIC IMAGE

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ATT/EXH ID Attachment 0001

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